



County of San Bernardino

F A S

STANDARD CONTRACT

AMENDMENT NO. 2

FOR COUNTY USE ONLY

<input type="checkbox"/> New <input checked="" type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code ROBERTS865	SC	Dent SWM	A	Contract Number 02-1246 A-2
County Department DPW – Solid Waste Management Division		Dept. SWM	Orgn. SWM	Contractor's License No.	
County Department Contract Representative Peter H. Wulfman, Division Manager		Telephone 386-8703		Total Contract Amount \$643,500.00	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other					
If not encumbered or revenue contract type, provide reason: The Solid Waste Management Division (SWMD) prefers not to encumber this contract. Since the total contract amount includes estimates based upon unit pricing, not encumbering this contract allows SWMD greater flexibility in the payment of amounts due under the contract.					
Commodity Code		Contract Start Date 4/20/99	Contract End Date	Original Amount \$643,500.00	Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
Project Name Clay purchase for Unit 3 Phase 2 Liner project at Mid-Valley			Estimated Payment Total by Fiscal Year		
Contract type: 2 (a)			FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Robertson's Ready Mix, LTD, and RRM Properties, LTD

hereinafter called

CONTRACTOR

Address

200 South Main St., Suite 200

Corona, CA 92882

Phone

800-834-7557

Birth Date

Federal ID No. or Social Security No.

33-0491865

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This is Amendment No. 2 to the agreement originally entered into between Robertson's Ready Mix, Ltd. and RRM Properties, Ltd. and Norcal /San Bernardino, Inc., entitled "Agreement By and Between Norcal/San Bernardino, Inc. and Robertson's Ready Mix, Ltd./RRM Properties, Ltd." ["Agreement"] which is attached as Exhibit Q to the County Contract No. 95-834 between the County and Norcal Waste Systems, Inc. ("Norcal").

RECITALS

A. On April 20, 1999, the Board of Supervisors approved Amendment No. 3 to the Norcal landfill operations agreement (County Contract No. 95-834). Amendment No. 3 approved Norcal's subcontract agreement with Robertson's Ready Mix, Ltd. and RRM Properties, Ltd. (collectively "Robertson's") for aggregate operations at the MVSL (and made it Exhibit Q to Contract No. 95-834). Both Amendment No. 3 to Contract No. 95-834 and the subcontract agreement between Norcal and Robertson's provided that at the time Norcal was no longer the landfill operator at Mid Valley Sanitary Landfill ("Landfill"), the County would automatically succeed to all of the rights and obligations of Norcal under the subcontract agreement for the sand and gravel operation.

B. On June 30, 2001, Contract No. 95-834 was terminated (with the exception of the Big Bear Transfer Station Construction project) and Burrtec Waste Industries, Inc., became the County's new landfill operator in place of Norcal. Thus, on July 1, 2001 the County assumed the rights and obligations of Norcal in the Agreement originally entered into between Norcal and Robertson's.

C. The parties by Amendment No. 1 to this Agreement acknowledged the fact that on July 1, 2001 the County, pursuant to the provisions of Amendment No. 3 and Exhibit Q to County Contract No. 95-834, succeeded to all of the rights and obligations of Norcal with respect to the Agreement attached as Exhibit Q to County Contract No. 95-834 and that Robertson's retained all of its rights and remained subject to all of its obligations under said Agreement. Further, Amendment No. 1 set out the agreement of the parties regarding Robertson's sale of clay lining and topping material to the County for the liner project at the Landfill pursuant to Section 12. B. of the Agreement.

D. Due to the amount and timing of rains in February to May 2003, the clay material to be delivered pursuant to Amendment No. 1 became saturated and had to be dried in order for it to be delivered by Robertson's and placed by the County's contractor. The County retained the services of Sukut Construction, Inc. ("Sukut") to undertake such drying activities (by Amendment No. 1 to County Contract 03-185). By this Amendment No. 2, the parties memorialize the agreement of Robertson's to pay for one-half of the cost incurred by the County in retaining the services of Sukut to dry the clay material required to be delivered by Robertson's under Amendment No. 1 to this Agreement. At this time the estimated cost of drying the clay material is \$135,000.

NOW THEREFORE, the parties agree as follows:

1. Sharing of the Costs to Dry Clay Material. Robertson's agrees to pay one-half of the costs incurred by the County for the drying of the clay material by Sukut (pursuant to Amendment No. 1 to County Contract 03-185), provided that such material is the clay material to be delivered under Amendment No. 1 to this Agreement.
2. Scope of Amendment. Except as amended herein or in Amendment No. 1, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Amendment No. 2 to be subscribed by its respective duly authorized officers on its respective behalf.

COUNTY OF SAN BERNARDINO

**ROBERTSON'S READY MIX, LTD.
a California Limited Partnership**

(Print or type name of corporation, company, contractor, etc.)

► _____
Dennis Hansberger, Chairman, Board of Supervisors

By: ► _____
(Authorized signature - **sign in blue ink**)

Dated: _____

Name: Dennis Troesh
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

Title: President, Robertson's Ready Mix, Inc.
a California Corporation , its General Partner
(Print or Type)

Dated: _____

By _____
Deputy

Address: 200 South Main St., Suite 200
Corona, CA 92882

**RRM PROPERTIES, LTD,
a California Limited Partnership**

(Print or type name of corporation, company, contractor, etc.)

By: _____
(Authorized signature - **sign in blue ink**)

Name: Dennis Troesh
(Print or type name of person signing contract)

Title: President, Robertson's Ready Mix, Inc.
a California Corporation , its General Partner
(Print or Type)

Dated: _____

Address: 200 South Main St., Suite 200
Corona, CA 92882

Approved as to Legal Form

► _____
County Counsel

Date _____

Reviewed by Contract Compliance

► _____

Date _____

Presented to BOS for Signature

► _____
Department Head

Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

